

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

----- X  
UNITED STATES OF AMERICA

for the use and benefit of PLP DEVELOPMENT, LLC,

Case No. 1:18-CV-0716 (LEK/TWD)

Plaintiff,

-against-

NORTH AMERICAN SPECIALTY INSURANCE  
COMPANY,

**COMPLAINT**

(Action on Miller Act Payment  
Bond, 40 U.S.C. § 3133, *et seq.*)

PLAINTIFF DEMANDS  
A TRIAL BY JURY

Defendant.  
----- X

PLP Development, LLC, by and through its attorneys, Ianniello Anderson, P.C., alleges  
as follows:

**NATURE OF THE ACTION**

1. This action is brought to remedy the non-payment of a first-tier subcontractor under The Miller Act, 40 U.S.C. § 3131.

2. Plaintiff PLP Development, LLC (“PLP”) seeks a judgment against defendant, North American Specialty Insurance Company (“North American” or the “Surety”), in an amount to be finally determined at trial, but not less than \$28,235.50, plus pre-judgment interest, post-judgment interest, costs and expenses of the action, attorney fees and for such other and further relief as the Court may deem just and proper.

**JURISDICTION AND VENUE**

3. Pursuant to 40 U.S.C. § 3133(b)(3)(A), PLP brings this action in the name of the United States of America for the use and benefit of PLP.

4. This Court has subject matter jurisdiction pursuant to 40 U.S.C. § 3133(b)(1) and 28 U.S.C. § 1352.

5. Venue is appropriate in the Northern District of New York pursuant to 40 U.S.C. § 3133(b)(3)(B) because the contract at issue was performed within this District in Saratoga County, New York.

### **PARTIES**

6. Plaintiff PLP Development, LLC (“PLP”) is a New York Limited Liability Company organized and existing under the Laws of the State of New York, with its principal place of business in Saratoga Springs, New York. PLP is a licensed contractor.

7. Upon information and belief, at all relevant times herein, Defendant North American Specialty Insurance Company (“North American” or the “Surety”) was and still is a corporation duly organized and existing under the laws of the State of New Hampshire, having its principal place of business at 650 Elm Street, Manchester, NH 03101.

### **FACTUAL ALLEGATIONS**

8. Upon information and belief, on or about December 13, 2016, the United States, acting through the Department of the Navy, awarded a \$227,381.52.00 fixed-price prime contract to Cambridge Marine Construction, Inc. (“Cambridge”) (Prime Contract #N40085-16-D-1606-0003) for construction of base operation services in Saratoga and Senaca Lake, NY.

9. Upon information and belief, on or about December 15, 2016, in connection with the Project and as required by 40 U.S.C. § 3131, *et seq.*, Cambridge, as principal, and the Surety, as surety, executed and delivered a labor and material payment bond having a penal sum of \$227,381.52 (OMB No. 9000-0045), conditioned as required by the Miller Act, for the benefit and protection of all persons supplying labor and materials in the prosecution

of the work provided in the Prime Contract (the "Payment Bond"). A copy of the Payment Bond is attached hereto as **Exhibit A** and is incorporated herein by reference.

10. On or about January 10, 2017, PLP and Cambridge, via Contract SC-N40085-16-D-1606-003 entered into a subcontract ("Subcontract") agreeing that PLP would serve as a first-tier subcontractor on the Project and accordingly furnish the labor, materials and equipment necessary to renovate the lobby and office, as well as install a new sliding gate and concrete curb at the Naval Base in Saratoga Springs, New York in exchange for payment of \$78,610.00.

11. By or about August 2017, PLP had duly performed and satisfied all of its obligations under the terms of the Subcontract.

12. PLP has demanded payment from Cambridge on multiple occasions and was provided multiple assurances that payment would be satisfied, but Cambridge has failed and refused to render payment. To date the remaining amount due on the Subcontract to PLP is \$28,235.50.

**FIRST CAUSE OF ACTION**  
(Action on Miller Act Payment Bond)

13. Plaintiff repeats and realleges all paragraphs above as though fully set forth in this claim.

14. A period of more than ninety (90) days and less than one (1) year has lapsed since PLP last provided work, labor and materials on the Project, and PLP has not been paid in full for the work, labor and materials furnished.

15. PLP has in all respects complied with 40 U.S.C. § 3131 *et seq.*

16. PLP has demanded payment from the Prime Contractor, but the Prime Contractor has failed and refused to render payment.

17. Pursuant to 40 U.S.C. § 3133, PLP is entitled to recover from the Surety on the Payment Bond an amount to be determined at trial but expected to exceed the sum of \$28,235.50.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court enter a Judgment against Defendant for:

- a. Damages in an amount not less than \$28,235.50;
- b. Pre and post judgment interest;
- c. Costs and expenses incurred herein;
- d. Reasonable attorney's fees; and
- e. Such other and further relief as to the Court may deem just and proper.

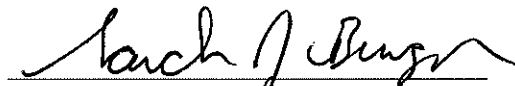
**DEMAND FOR TRIAL BY JURY**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury in this action.

**IANNIELLO ANDERSON, P.C.**

Dated: June 18, 2018  
Saratoga Springs, New York

By:



Sarah J. Burger, Esq.  
Bar Roll: 517051  
358 Broadway, Suite 206  
Saratoga Springs, NY 12866  
Telephone: (518) 371-8888  
Fax: (518) 583-7657  
Email: sburger@ialawny.com

# EXHIBIT A

<b>PAYMENT BOND</b> <b>2250359</b>	DATE BOND EXECUTED (Must be same or later than date of contract) <b>12/15/2016</b>	OMB Control Number: 9000-0045 Expiration Date: 7/31/2019												
Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 60 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.														
PRINCIPAL (Legal name and business address) <b>Cambridge Marine Construction, Inc.</b> 3 Shaw's Cove, Suite 201, New London, CT, 06320		TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify) _____ STATE OF INCORPORATION _____												
SURETY(IES) (Name(s) and business address(es)) <b>North American Specialty Insurance Company</b> 650 Elm St., Manchester, NH, 03101		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4">PENAL SUM OF BOND</th> </tr> <tr> <td style="width:25%;">MILLION(S) 000</td> <td style="width:25%;">THOUSAND(S) 227</td> <td style="width:25%;">HUNDRED(S) 381</td> <td style="width:25%;">CENTS 52</td> </tr> <tr> <td colspan="2">CONTRACT DATE 12/13/2016</td> <td colspan="2">CONTRACT NUMBER N40085-16-D-1606-0003</td> </tr> </table>	PENAL SUM OF BOND				MILLION(S) 000	THOUSAND(S) 227	HUNDRED(S) 381	CENTS 52	CONTRACT DATE 12/13/2016		CONTRACT NUMBER N40085-16-D-1606-0003	
PENAL SUM OF BOND														
MILLION(S) 000	THOUSAND(S) 227	HUNDRED(S) 381	CENTS 52											
CONTRACT DATE 12/13/2016		CONTRACT NUMBER N40085-16-D-1606-0003												

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

<b>Cambridge Marine Construction, Inc. PRINCIPAL</b>					
SIGNATURE(S)	1. (Seal)	2. _____ (Seal)	Corporate Seal		
NAME(S) & TITLE(S) (Typed)	1. <b>Jeffrey R. Johnson</b> <i>President</i>	2. _____			
<b>INDIVIDUAL SURETY(IES)</b>					
SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)			
NAME(S) (Typed)	1. _____	2. _____			
<b>CORPORATE SURETY(IES)</b>					
<b>SURETY A</b>	NAME & ADDRESS	North American Specialty Insurance Company 650 Elm St., Manchester, NH, 03101	STATE OF INCORPORATION NH	LIABILITY LIMIT \$227,381.52	Corporate Seal
	SIGNATURE(S)	1.	2. _____		
	NAME(S) & TITLE(S) (Typed)	1. <b>Paul A. Patalano, Attorney-In-Fact</b>	2. _____		

CORPORATE SURETY(IES) (Continued)					
SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.



## NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAMES J. AXON, GREGORY D. JUWA, MICHAEL F. CARNEY, WILDER PARKS, JR., PAUL A. PATALANO, LESLIANN J. ORTIZ,

ADAM W. DESANCTIS, MICHAEL T. GILBERT, CHRISTINE B. GALLAGHER, BRYAN F. JUWA, DAVID A. BOUTIETTE,

RICHARD F. CARUSO, TONYA M. DEGRAZIA, REBECCA SHANLEY and JONATHAN E. DUGGAN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 31st day of May, 2016.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

On this 31st day of May, 2016, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of December, 2016.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



JS 44 (Rev. 06/17)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

United States of America for the use and benefit of PLP Development, LLC

(b) County of Residence of First Listed Plaintiff Hillsborough, NH  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Sarah J. Burger, Esq.  
Ianniello Anderson, P.C., 358 Broadway, Suite 206  
Saratoga Springs, NY 12866; 518-371-8888

**DEFENDANTS**

North American Specialty Insurance Company

County of Residence of First Listed Defendant Hillsborough, NH  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input checked="" type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

40 U.S.C. Section 3133(b)(3)(A)

Brief description of cause:

Non-payment of first-tier subcontractor under the Miller Act

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$  
50,000.00

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

6/18/2018

SIGNATURE OF ATTORNEY OF RECORD

*Sarah J. Burger*

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

Waived

APPLYING IFP

JUDGE

LEK

MAG. JUDGE

TWD